



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing Tenancies (Scotland) Act 2016 and Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017

Chamber Ref: FTS/HPC/CV/25/1179

Re: Property at 3/L 71 Dens Road, Dundee, DD3 7HZ (“the Property”)

Parties:

Anamcara Investments Ltd, 6 West Toll Crescent, Aboyne, Aberdeenshire, AB34 5GB (“the Applicant”)

Matthew Waters, 2/R 6 Kilberry Street, Dundee, DD3 6DH (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order be made against the Respondents for payment of the sum of FOUR HUNDRED AND TWELVE POUNDS 72 PENCE (£412.72) to the Applicant.

Background

- 1. On 17 March 2025, the Applicant submitted an application to the First-tier Tribunal for Scotland seeking payment of the sum of £412.72 in respect of rent arrears.**
- 2. A case management discussion was held by teleconference on 16 October 2025.**
- 3. The Applicant was not present and was represented by Ms Hazel Young of Rockford Properties, its letting agent. There was no appearance by the Respondent and it was noted that the details of the case management**

discussion had been intimated to him by Sheriff Officers on 8 September 2025.

Preliminary Matters

4. The legal member explained the purpose of a case management discussion.
5. Ms Young confirmed that the tenancy had terminated on 17 December 2023.
6. Ms Young said that the tenancy deposit had been recovered and had been applied to the rent arrears.
7. It was noted that the Respondent had emailed the Tribunal on 15 September 2025 and stated: *“my initial email regarding these matters was sent two years before the roof repairs were completed, just prior to my move. During that two-year period, the rent for the property continued to increase despite the ongoing disrepair.”* The email was accompanied by photographs which appeared to show water staining and damage.
8. Ms Young said that there had been a long -standing repair issue at the Property where there had been delay in getting a significant roof repair done. She said that there had been issues with getting agreement of all the proprietors in the tenement. She said that this had caused water staining to the internal parts of the Property but that it was not uninhabitable.
9. Ms Young said that she could understand the Respondent’s frustration but that the arrears of rent arose in the last two months of the tenancy when the repair had been completed.
10. Ms Young said that there had been no discussions with the Respondent with regard to abatement of rent.

11. Findings in Fact

- 11.1 The parties entered into a private residential tenancy agreement in respect of the Property.
- 11.2 The tenancy agreement was dated 25 and 26 January 2023.
- 11.3 The tenancy was terminated on 17 December 2023.
- 11.4 The sum due and unpaid in respect of rent as at 13 February 2024 was £412.72. This sum remains outstanding.

12. Documents before the tribunal

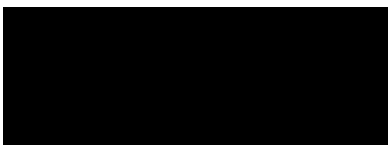
- 12.1 Private Residential Tenancy Agreement dated 25 and 26 January 2023.**
- 12.2 Rent statement from 28 November 2022 to 13 February 2024 showing arrears of rent of £412.72.**
- 12.3 Sheriff Officer's Certificate of Intimation of Service dated 8 September 2025.**

Reasons

- 13. The tribunal considered that there was no reason to adjourn the determination of the application to a Hearing. Ms Young said that she had no further evidence to produce.**
- 14. The tribunal considered the email from the Respondent. It did not provide information to indicate that he was not accepting that the sum of £412.72 was due. The tribunal noted that the rent arrears occurred after the roof repair had been done.**
- 15. The tribunal accepted that the Respondent owed £412.72 according to the rent statement before it. The Tribunal accepted that the respondent had an obligation, in terms of the private residential tenancy agreement, to pay the rent and that the rent statement was accurate.**
- 16. The appropriate standard of proof is the balance of probabilities and the tribunal considered that this threshold had been crossed and that it was appropriate to grant the payment order. It accepted the documentary evidence before it.**

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



**Martin J. McAllister
Legal Member**

Date 16 October 2025